

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ELKO CENTRAL DISPATCH  
ADMINISTRATIVE AUTHORITY**

**AND**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 3**

**July 1, 2012 – June 30, 2015**



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## ARTICLE 1

### PREAMBLE

A. This Agreement is entered into between the Central Dispatch Administrative Authority, Elko, Nevada, hereinafter referred to as the "Authority" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.

C. It is recognized by both the Authority and Union and the employees that the Authority is engaged in rendering routine and emergency services to the general public and that there is an obligation on each party for the continuous rendition and availability of such service.

D. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the Authority and its service to the public, and shall cooperate in promoting and advancing the welfare of the Authority and in preserving the continuity of its service to the public at all times.

## ARTICLE 2

### RECOGNITION AND APPLICATION

A. The Authority recognizes the Union as the collective bargaining agent for all dispatch employees, excluding the Authority administration, administrative employees, supervisor employees, seasonal employees, temporary employees, part-time employees, and confidential employees.

B. The term "employees" or "employee" as used in this Agreement refers to bargaining unit employees regularly scheduled to work twenty (20) or more hours per week during the entire fiscal year, excluding administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, and confidential employees.

## ARTICLE 3

### EMPLOYEE RIGHTS

A. The Authority and the Union will not interfere with or discriminate against an employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by Nevada Revised Statutes (NRS) 288.010 *et seq.*

B. The union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

C. The provisions of this Agreement shall apply to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, marital status, sexual orientation, race, color, religion, national origin, or disability. The Union shall share equally with the Authority the responsibility for applying this provision of the Agreement.

D. Provisions of this Article shall not be subject to the dispute resolution procedures of this Agreement.

## ARTICLE 4

### UNION AFFAIRS

A. Union representatives designated by the Union business representative may utilize annual leave or Union leave (as described in paragraph C below) for Union functions including attendance at conventions, conferences, and seminars subject to prior approval of the Director or Designee and to attend meetings with Authority management representatives on matters within the scope of collective bargaining as defined in NRS Chapter 288. Leave may be utilized in increments of one (1) hour.

B. The Union negotiating committee shall not exceed three (3) employee members. Employees on the negotiating committee may use either annual leave or Union leave (as described in paragraph C below) to attend bargaining sessions.

C. Members of the Union may voluntarily contribute accumulated annual leave in one (1) hour increments to the Union Leave bank. Time contributed will be deducted from the contributing employee's leave balance without compensation to the employee. Contributions are irrevocable. Contributions may be made only during the first ten days of the months of January, April, July, and October of each year. After donating leave, an employee must have a leave balance sufficient to cover donating employee's approved leave periods. Leave must be used solely for the purposes defined above in this Article. The dates and times of leave usage are subject to the approval of the Director or designee based upon the staffing requirement of the Authority. Such approval shall not be unreasonably withheld.

D. Employee Deductions:

1. Upon receipt of a written authorization voluntarily executed by an employee, the Authority will deduct monthly Union dues from the salary of an employee who so requests, and transmit said monies to the Union. The parties shall agree upon the form of the written authorization.

2. The Union shall indemnify and hold the Authority harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including but not limited to compensatory, consequential, and punitive damages) which arise or may arise out of, or by reason of, any action taken or not taken by the Authority pursuant to paragraph 1 above.

E. The Union will provide the Authority with an updated list of the names of employees who are authorized to be stewards.

F. The Union has the right to request and receive support documentation from the Authority to ensure compliance with provisions of this agreement.

G. The Union will be permitted to acquire and maintain an approximately 24" x 36" bulletin board mounted in the dispatch center upon which to post any Union affairs materials.

## ARTICLE 5

### MANAGEMENT RIGHTS

A. The Authority and the Union agree that the Authority possesses the sole right to operate the Authority and all management rights remain vested with the Authority. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authorities, functions, and prerogatives, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Authority. It is expressly recognized that these rights include, but are not limited to, the right to hire, direct, assign, or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the lay off and/or reduction in force, provided further, any lay off or reduction in force shall not be utilized to discipline any employee; the right to determine, including the right to change appropriate staffing levels and work performance standards; the right to determine the content of the work day, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of service to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Union's right to negotiate with the Authority the impact or effect of such decision; the right to discipline, suspend, demote, and/or terminate employees; the right to consolidate, change, combine, or eliminate jobs, job functions, and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Union's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes, or to make technological changes; and the right to establish or change shift schedules or work starting and quitting times.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the Authority is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The provisions of NRS Chapter 288, include without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the Authority to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.

D. The parties acknowledge that the Authority may establish policies and procedures to ensure the effective and efficient day-to-day operations of the Authority. Except when an immediate change is necessary to maintain Authority operations, a copy of any proposed new or changed policy or procedure will be provided to the Union at 1290 Corporate Blvd, Reno, NV by certified mail at least thirty (30) calendar days prior to the proposed implementation date to allow the Union the opportunity to review the document to verify that the proposed provisions of the policy or procedure does not violate a specific provision of this Agreement.



## **ARTICLE 6**

### **NO STRIKE**

The Union, any labor organization with whom it is affiliated, and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, or participate in any strike, as defined in NRS 288.070, against the Authority. Further, the Union will use its best efforts to require all employees covered by this Agreement to comply with this pledge.

## ARTICLE 7

### DISCIPLINARY ACTION

A. Policy: Except as set forth in Paragraph E of this Article, the procedure set forth below shall be followed only in respect to any written reprimand, suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this agreement. No employee shall be disciplined without just cause as determined by the Authority.

1. Written Notice: Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, the charge(s) being considered, the effective date of the intended action, and an explanation of the basis of the charges upon which the intended disciplinary action is based. A copy of such notice shall be mailed or hand delivered to the Union at 1094 Lamoille Highway, Elko, Nevada 89801.

2. Employee Response: Within ten calendar (10) days from the date of delivery or mailing by certified mail, the employee shall have the right to respond, orally or in writing to the Authority Director.

3. Relief of Duty: Notwithstanding any other provisions of this Article, the Director or designee may take the following actions:

a. Approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.

b. If the crime is alleged to have been committed in the workplace or is a felony and charges are filed by the District Attorney, place the employee on leave without pay pending resolution of both the criminal and/or employment issues provided. In the event the issue is resolved with disciplinary action being taken, the employee shall receive full back pay for the period of leave without pay. In the event the issue is resolved within discipline, which includes less time off without pay than the employee has suffered, the employee shall receive full back pay for the time off which is not imposed as discipline.

4. Authority Response: After review of the employee's response, if any, the Director or designee shall notify the employee in writing of any action to be taken.

B. Appeal: Regular employees may appeal disciplinary actions listed in paragraph A above. If the employee wishes to appeal the disciplinary action, s/he shall file a written request with the Director or designee within ten (10) working days of the imposition of the discipline. The appeal shall be heard by the Operations Board of the Authority within thirty (30) calendar days of the written request. The Operations Board shall receive evidence and testimony from the administration and the employee or his/her authorized representative during an informal hearing. The Operations Board may by majority vote, decide to uphold the disciplinary decision or reduce the disciplinary decision.

C. If the Union is not satisfied with the decision of the Operations Board, the Union may request in writing to the Director within ten (10) calendar days of the Operations Board's decision that the matter be decided in arbitration. The parties shall attempt to agree upon the person who shall be the arbitrator. If the parties are unable to agree, the arbitrator

shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The arbitrator shall issue a final and binding decision.

The arbitrator's fees and expenses shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the product transcript, all such fees and costs shall be shared equally.

D. Timeliness: The time limits set forth in this Article must be followed in a timely manner, unless alternative time schedules are mutually agreed to by the parties.

E. This Article shall not apply to employees serving a new-hire probationary period.

## ARTICLE 8

### GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute between the Authority and the Union arising over the interpretation or application of a specific aspect of this Agreement which is not a management right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form.

B. If an employee feels s/he has a grievance, s/he shall take up the matter with the Director or designee within ten (10) days after the employee becomes aware or should have become aware of the event giving rise to the grievance.

C. The Director or designee shall make a reasonable effort to reach an acceptable solution to the problem within ten (10) days after it has been submitted to him/her. Any grievance settlement shall be approved in writing by the Director or designee.

D. If the grievance is not settled during the informal discussion, the Union may proceed with the matter. To proceed, the Union shall submit the grievance in writing within ten (10) days after the conclusion of the informal discussion to the Director or designee and provide the following information:

1. the employee's name;
2. the employee's position classification;
3. a complete statement of the nature of the grievance citing the specific section of this Agreement which is the basis for the grievance;
4. any attempts made to resolve the problem;
5. a proposed solution to the grievance;
6. signature of the Business Representative of the Union; and
7. the date the grievance arose and the date the employee signed the statement.

The Director or designee shall arrange for any meetings and investigations necessary to enable him/her to respond in writing to the Union regarding the grievance within ten (10) days from the date s/he received said grievance in writing.

E. If the matter is not settled in the previous step, the Union may, within ten (10) days of mailing of the Director's or designee's decision, notify the Director or designee in writing of its desire to submit the matter to the Operations Board of the Authority. The Operations Board shall hold a meeting within thirty (30) days to consider the matter. The Operations Board shall conduct an informal hearing during which it shall hear testimony and argument from the Union representatives and from the Authority's staff and advisors. The Operations Board shall issue a written decision within ten (10) days of the conclusion of the hearing.

F. If the matter is not settled in the previous step after receipt of the written response from the Operations Board or designee, the Union may, within ten(10) days of receipt of the Operations Board's or designee's decision, notify the Director or designee in writing of its desire to submit the matter to an arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Services.

G. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusion on the issues submitted.

H. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement; nor will the arbitrator have any power to amend, modify, add, or delete provisions of this Agreement.

I. The fees and expenses of the arbitrator shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.

J. The Union shall furnish the Authority with the name(s) of its representative(s) authorized to file and settle grievances under the provisions of this Article.

K. Any employee, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so, testifying on behalf of another employee, assisting another employee to prepare a grievance report, or acting as a representative of any employee requesting a grievance review.

L. For purposes of this Article, the term "day" means any day Monday through Friday excluding holidays.

M. The time limits set forth in this Article shall be strictly construed. The time limits specified in the preceding sections may be extended by mutual agreement of the parties. If the Union fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied. If the Authority fails to respond to the grievance in the time limits established in the preceding sections, the matter automatically moves to the next step.

## ARTICLE 9

### HOURS OF WORK, OVERTIME, AND RECORDS

#### A. Hours of Work:

1. Rest periods of fifteen (15) minutes may be taken at or near the middle of every four (4) hour work period as is operationally practical. Employees shall be at work up until the starting time of the rest period and resume work promptly at the end of the rest period. Dispatchers shall take their breaks on the premises and remain readily available to work in the event their duties must be resumed.

2. Except as may be changed by the Authority, all employees shall work a forty (40) hour work week. For purposes of computing overtime premium, the normal work week shall start at 0000:01 hours on Sunday and end at 2400:00 hours on Saturday.

In the event the Authority implements a reduction of the forty (40) hour work week, the change will be discussed with the Union prior to implementing the change.

3. For the term of this Agreement, dispatchers will be assigned to shifts with a paid thirty (30) minute lunch period.

a. To the extent that it is operationally practical, the dispatchers shall be given their lunch period between the third (3<sup>rd</sup>) and sixth (6<sup>th</sup>) hour of their shift, which time shall be approved by the Director or designee. Lunch periods shall not be unreasonably withheld.

b. The dispatchers shall take their lunch break on the premises and remain readily available to work in the event their duties must be resumed.

c. This agreement shall sunset at the end of this Agreement and is not intended to, in any way affect management's rights to establish or change shift schedules, work starting or quitting times, or lunch periods for dispatchers at the end of this Agreement.

#### B. Overtime:

1. Overtime work must be approved by the Director or designee in advance.

2. When an employee is called in to work on a day when either s/he was not scheduled to work, or is required to report to the dispatch center more than one (1) hour before the beginning of his/her shift or more than one (1) hour after the end of his/her shift, s/he shall be guaranteed at least two (2) hours of work time.

3. When an employee is called in early to work with less than one (1) day's notice, such call-in shall not change the hours of the employee's regular work schedule for the day. If an employee and the Authority mutually agree, the employee can work a regularly scheduled shift and Article 11, Section C will not apply.

4. Overtime Compensation:

a. An employee regularly scheduled to work a five (5) day, forty (40) hour work week shall be paid time and one-half (1½) his/her regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours in the day or in excess of forty (40) hours in the week.

b. An employee regularly scheduled to work a four (4) day forty (40) hour work week shall be paid time and one-half (1½) his/her regular straight time hourly rate of pay for all hours worked in excess of ten (10) hours in the day or in excess of forty (40) hours in the week.

c. Overtime premium pay shall not be pyramided.

5. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:

a. Compensatory time off at the standard overtime rate may be granted at the discretion of the Director or designee in lieu of cash payment and may be allowed to accrue as compensatory time off, up to a maximum of one hundred (100) hours. Any hours in excess of one hundred (100) hours will be paid at the applicable rate. If compensatory time in lieu of overtime is allowed by the Director or designee, when electing compensatory time or pay, the employee shall choose either compensatory time or overtime. After the employee makes a decision, hours shall not be transferred from the status of overtime pay to compensatory time or from compensatory time to overtime pay.

6. The Authority will distribute overtime as equitably as practical among the employees. Employees are expected to work a reasonable amount of overtime and all overtime required during an emergency as required by the Authority to carry out its responsibilities. Employees interested in working overtime for the day shall advise their immediate supervisor of their availability prior to noon each day. Regular employees working that day and having the requisite skills to perform the functions shall be offered the overtime before offering overtime to temporary/seasonal employees. The Authority shall have the right to assign employees overtime if an adequate number of volunteers are not available to perform the work. Failure of an employee to make himself/herself available for a reasonable amount of overtime for the Authority to carry out its responsibilities and overtime required in accordance with the emergency provisions of the Agreement shall be cause for discipline.

C. Records and Attendance:

1. Each employee shall submit accurate attendance, time, and leave records.

2. In no instance will the employee's normal commuting time to and from his/her residence to his/her normal place of work be considered as work time.

3. Employees who will be absent or late shall notify their immediate supervisor with as much advance notice as possible, but not less than one (1) hour prior to the start of their shift. Employees who arrive after the start of the shift shall be docked pay for time not worked.

## ARTICLE 10

### COMPENSATION

A. Effective July 1, 2012, the salary for all employees covered by this Agreement shall be those stated in Exhibit A, representing a 2.0% increase from the prior year ending June 30, 2012 for the position of Dispatcher I and for the position of Dispatcher II.

B. Effective July 1, 2013, the salary for all employees covered by this Agreement shall be those stated in Exhibit B, representing a 2.5% increase from the prior year ending June 30, 2013 for the position of Dispatcher I and for the position of Dispatcher II. Effective July 1, 2013, Step 6 shall be added to the Compensation Table, representing a 2.5% increase from Step 5.

C. Effective July 1, 2014, the salary for all employees covered by this Agreement shall be those stated in Exhibit C, representing a 3.0% increase from the prior year ending June 30, 2014 for the position of Dispatcher I and for the position of Dispatcher II.

D. Pay periods shall be semi-monthly and the dates of payment shall be established by the entity administering the Authority payroll, but no changes will be made to the dates of payment without thirty (30) days notice.

E. Initial appointment to a position shall be made at a rate of pay within the salary range for the position, determined by the Director to be consistent with existing salaries and responsibilities.

F. Longevity Pay:

1. Employees hired on or before June 30, 2014 who have completed five (5) years of continuous service are eligible for a \$100 semi-annual longevity bonus. Each year thereafter, the longevity bonus will increase by \$50 per year to a maximum of \$1,400 annually for twenty-nine (29) or more years of continuous service. An employee shall be eligible for longevity pay only if s/he is employed on the day on which longevity payments are payable (see paragraph 3 below).

2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-Annual Amount	Total Amount
5	\$100	\$200
6	\$125	\$250
7	\$150	\$300
8	\$175	\$350
9	\$200	\$400
10	\$225	\$450
11	\$250	\$500
12	\$275	\$550
13	\$300	\$600
14	\$325	\$650
15	\$350	\$700



Years of Completed Service	Semi-Annual Amount	Total Amount
16	\$375	\$750
17	\$400	\$800
18	\$425	\$850
19	\$450	\$900
20	\$475	\$950
21	\$500	\$1,000
22	\$525	\$1,050
23	\$550	\$1,100
24	\$575	\$1,150
25	\$600	\$1,200
26	\$625	\$1,250
27	\$650	\$1,300
28	\$675	\$1,350
29	\$700	\$1,400

3. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive the first check during the year following the employee's fifth (5<sup>th</sup>) anniversary year of employment with the Authority. If the employment anniversary date falls between January 1 and June 30 of the year, the first check will be June 20. If the anniversary date falls between July 1 and December 31 of that year, the first check will be December 20.

4. For purposes of longevity pay, continuous Authority service is defined as uninterrupted employment in the regular full-time service of the Authority. Service as a dispatcher (or lead dispatcher) in employment of the City of Elko shall be considered service with the Authority.

5. Authorized Leave Without Pay: If an employee makes proper application for leave without pay and the Authority grants such leave, the resulting absence by the employee shall not be considered interruption in service, provided the employee returns to Authority service within one (1) year. However, the employee's seniority shall be reduced by the number of days of such leave without pay.

6. Upon the death of any person employed by the Authority on the employee's date of death, payment of any salaries due, including longevity pay shall be paid to the employee's beneficiaries or estate.

## ARTICLE 11

### SHIFT DIFFERENTIAL AND SHIFT CHOICE

A. Employees who work four (4) or more hours between 1500 hours and 2300 hours shall receive a six percent (6%) differential pay on their base hourly rate for all hours actually worked on the shift. Employees who work four (4) or more hours between 2300 and 0700 hours shall receive an eight percent (8%) differential pay on their base hourly rate for all hours actually worked on the shift, but shall not be eligible for the six percent (6%) differential for work between 1500 hours and 2300 hours.

B. Shift Rotation:

1. Dispatcher shifts shall be bid and rotated every six (6) months. Changes in regularly assigned shifts will be effective the first shift worked beginning in the first pay period beginning after January 1 and July 1 of each year.

2. Bidding will take place during the seven (7) calendar day period beginning each November 7 and May 7. Not later than the end of the day before bidding is to begin, the director or designee shall post a bid sheet in a format agreed to between the Authority and the Union stating the work days and work hours of each available shift. Bids will be submitted in writing to the director. Bids shall include first and second choices of shifts. Shifts for employees working less than a full-time schedule shall not be subject to the shift bidding process.

3. Employees who will have completed less than nineteen (19) weeks of their initial probationary period when shift assignments are changed and employees working less than a full-time schedule will be assigned to shifts by the Director based upon the needs of the Authority.

4. Shift assignment shall be made to regular, full-time employees on the basis of seniority as defined in Article 13. The most senior regular, full-time employee, who is not the incumbent on the shift being bid, will be assigned the shift of his/her choice. In the event two (2) employees with equal seniority request the same shift and only one (1) employee can be assigned to the shift, the employee who is currently not assigned to the shift will be assigned to the shift. In the event of a tie not broken by the above procedure, shift assignment will be made by drawing lots. Part-time employees will be assigned to shifts based upon the needs of the Authority.

5. The Director will post the revised shift resulting from the shift bidding process not later than midnight of November 16 and May 16.

6. Employees who would work less than a forty (40) hour work week as a result of the shift rotation shall be provided an opportunity to work a full forty (40) hour work week, provided such additional work time shall not be considered overtime under any provision of this Agreement.

C. Notice of Shift Change:

The Authority shall have the right to institute temporary shift schedule changes to accommodate effective and efficient operating requirements of the Authority.

Compensation in the event of a temporary shift change shall be determined pursuant to the chart below. The Authority shall give notification of a temporary shift change directly to the affected employee.

Duration of the Shift Change	Less Than 5 Days Duration	5 to 10 Days Duration	More Than 10 Days Duration
If Less Than 10 Days Notice is Given	T ½ for all hours outside bid shift	T ½ for the first 10 days outside bid shift	T ½ for the first 10 days outside bid shift
If 10 Days or More Notice is Given	Straight time	Straight time	Straight time

## **ARTICLE 12**

### **TEMPORARY PAY**

The Director may temporarily appoint an employee to a higher classification for the purpose of filling a position that has been temporarily vacated. An employee holding an acting appointment for at least one (1) full shift shall receive a six percent (6%) increase in his/her current base rate of pay for the duration of the appointment. Upon the return of the person who has been on vacation, injured or ill, or other reason, the temporary appointee shall return to his/her original salary before the appointment. This provision will not apply to employees who are assigned to a higher classification for training purposes. Employees accepting such temporary appointment shall not be considered to have accepted a position outside of the bargaining unit under Article 13.

The Director may temporarily appoint an employee to a floor training assignment for the purpose of training other employees. Such assignment shall result in the appointee receiving a six percent (6%) increase in pay for the training hours worked.

## ARTICLE 13

### SENIORITY

A. Seniority means the length of an employee's continuous service with the Authority and service with the City of Elko as a Dispatcher I or II that is immediately (without a break in service) prior to July 1, 2000. An employee who has not completed the initial probationary period shall not be considered to have seniority and shall not be considered a regular employee.

B. In the event that 2 new hires begin their employment on the same day, the probationary new hire with the highest hiring score will be considered the most senior. In the event one new hire completes probation and the second new hire's probation is extended, the new hire completing probation first will be considered the most senior, regardless of hiring scores.

1. Non-recognized employees including Authority administration, administrative employees, supervisory employees, seasonal employees, temporary employees, part-time employees, and confidential employees will not have seniority over recognized dispatch employees in the event of an Authority reorganization, but will have "same as new hire status" seniority beginning date of effective reorganization.

C. An employee's continuous service record (seniority) shall be broken by accepting a regular appointment to a position outside of the bargaining unit, voluntary resignation, discharge, and retirement.

D. Continuous Service: The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge from the military service.

2. Authorized military leave for training duties not to exceed fifteen (15) working days in any one (1) calendar year.

3. Authorized leave with pay which the Authority deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

## ARTICLE 14

### HOLIDAYS

A. The following are paid holidays for Authority employees:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Nevada Day
8. Veteran's Day
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. Christmas Day
12. Any other day that may be designated by the Board of Directors
13. Until the expiration date of this agreement, any holiday added to the NRS after the ratification of this Agreement.

B. A recognized holiday is defined as the day a holiday is observed as outlined by the Nevada Revised Statutes and the Public Employees Retirement System (PERS). When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the observed holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the observed holiday.

C. Eligibility for Holiday Pay

1. Employee must be a regular full-time employee on the day the holiday occurs.
2. Employee must have worked in full, when scheduled, the Employee's regularly scheduled straight time work day prior to and the Employee's regularly scheduled straight time work day subsequent to the holiday, unless on days off or on authorized leave.

D. When an employee works on one of the designated holidays, the employee shall receive, in addition to his/her regular pay, one and one-half (1½) times his/her straight time hourly rate for all hours worked on the holiday.

E. If a holiday falls during an employee's authorized leave (vacation period, bereavement leave, compensatory leave, or sick leave), the holiday taken shall not be charged to annual leave or compensatory time off.

F. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

## ARTICLE 15

### ANNUAL LEAVE

A. Employees who are employed on a continuous, full-time basis shall accrue annual leave credits at the rate of ten (10) hours for each month of service beginning in the seventh (7<sup>th</sup>) month of service through the sixtieth (60<sup>th</sup>) month of service, to a maximum accumulation of two hundred forty (240) hours. After five (5) years of service employees shall accrue leave at the rate of fourteen (14) hours for each month of service, to a maximum accumulation of two hundred forty (240) hours. Annual leave accrual shall be pro-rated for employees working or on paid leave for less than a full month.

B. Leave accrual shall be pro-rated for an employee working or on paid leave for less than a full month. Leave accrual shall also be pro-rated for an employee scheduled for less than a full-time schedule.

C. No annual leave shall be accumulated above the maximum accumulation for an employee's years of service. No compensation will be paid for annual leave not credited to the employee's leave bank.

An employee may be paid at his/her base hourly rate of pay for forty (40) hours of annual leave in those limited situations when all of the following conditions have been met:

- i. An employee will reach the maximum accumulation within the next forty-five (45) days after having requested and been denied the use of at least forty (40) hours of annual leave; and
- ii. The employee has used forty (40) consecutive hours of leave within the twelve (12) month period ending on the date on which the leave accrual maximum would otherwise be reached; and
- iii. The scheduled leave will not reduce the employee's accumulation before the employee reaches the accrual maximum.

OR

- iv. As of December 1, an employee has a minimum of one-hundred twenty (120) hours of accrued annual leave and submits a written request for payment. Written requests shall be submitted between December 1 and December 15 of each calendar year.

Upon payment for the annual leave, the employee's leave balance will be reduced by forty (40) hours.

D. A new-hire probationary employee shall not accrue annual leave until after s/he has completed probation entirely. Upon completion of probation, the employee will be credited with annual leave equivalent to rate of ten (10) hours for each month of continuous full-time service. Time off without pay may be granted within the probationary period of employment at the discretion of the Authority, but in no way shall interfere with leave requests submitted by regular (non-probationary) employees.

E. Any employee who leaves the Authority's service shall be paid his/her current base hourly rate for unused accrued annual leave.

F. If an employee dies who was entitled to accumulate unused annual leave under the provisions of this Agreement, the heirs of such deceased officer or employee who are successors to his/her estate, upon submitting satisfactory proof to the Authority of their entitlement, shall be paid an amount of hours accrued annual leave multiplied by the hourly rate of such deceased employee, less deductions.

G. Approval: No annual leave will be taken without prior approval of the Director or designee. Annual leave in increments of less than one (1) hour shall not be allowed. An employee with approved, scheduled annual leave who is unable to take his/her leave due to cancellation by the Authority shall be reimbursed for the actual amount of forfeited deposits or advanced payments for travel if the cancelled leave was approved more than sixty (60) days in advance of the planned leave, or if the leave was cancelled with less than thirty (30) days advance notice. The amount of payment shall not exceed the amount of penalty that is actually paid by the employee for rescheduling the travel. Proof of attempt to recover the full amount and of the amount that is forfeited must be provided to the Authority within sixty (60) days of the cancellation.

H. Employees, while on annual leave, will continue to accrue annual leave.

I. An employee may use annual leave to attend funeral service for persons outside his/her immediate family. Immediate family is defined as spouse, domestic partner, parent, brother, sister, child grandparent, grandchild, or corresponding relationship by affinity.

J. Requests for Annual Leave:

1. Any request over forty (40) hours of leave may be made up to twelve (12) months in advance with no less than fourteen (14) calendar days advance notice. Requests for up to forty (40) hours of leave may be made up to six (6) months in advance with no less than six (6) calendar days advance notice. Spontaneous requests for leave of a regularly scheduled shift or a portion of a regularly scheduled shift shall be made one (1) hour prior to the start of that shift. Approval will be dependent upon CDAA's ability to maintain required minimum staffing levels without resulting in overtime.

2. The Director or designee shall make a reasonable effort to respond to all leave requests in writing.

a. Requests shall be considered in the order received. If more than one request is received on the same day for the same day(s), the request from the employee with the longest continuous employment without a break in service with the Authority/City of Elko on the date on which the request is made will be considered first.

b. In no event will leave be approved if it will result in fewer than two (2) dispatchers on any shift.

c. Annual leave of one employee may not be cancelled to enable approval of leave for any other employee, unless such annual leave is being used for the illness of the employee or a member of the employee's family.

d. In deciding whether annual leave will be approved, the Director or designee will consider whether such approval can reasonably be anticipated to reduce staffing below minimum levels, including consideration of special circumstances.

e. Leave requests will not be approved if, considering currently approved request, the employee will not have sufficient leave to cover all approved requests.



## ARTICLE 16

### SICK LEAVE

A. Sick leave is for use by an employee who is unavoidably absent because of personal illness, temporary disability, medical appointment, accident, or diagnostic test(s). The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set in this Article. Sick leave shall not be granted for out-of-area travel time for appointments or treatments unless the employee was referred by a medical practitioner or the treatment was not locally available. All information concerning an employee's request for sick leave shall be kept confidential between the employee and management. If an employee does not have annual leave available and has an out-of-area appointment, the employee may use time without pay. Continuance of pay during absence from duty for individual or family sickness shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or if the employee is unable to do so, someone on his/her behalf, shall notify the Director or designee no less than two (2) hour(s) before the start of the shift of the reason for such absence. If the duration of the illness lasts longer than one (1) day, the employee, or if the employee is unable to do so, someone on his/her behalf, must notify the Director or designee on a scheduled basis agreed to by the Director, of the progress towards returning to work.

2. Within two (2) working days after returning to duty, such employee shall fill out and file with the Director or designee, a written report and request for approval of the absence as sick leave.

3. In the event of absence of three (3) consecutive days or more due to illness, an employee will be required to submit to the Director or designee a return to work certificate from a physician on the date of his/her return to work.

4. Request for scheduling of five (5) or more consecutive days of sick leave for the purpose of medical procedures shall be accompanied by a written verification from the licensed physician or practitioner.

5. Use of sick leave for immediate family (defined as spouse, domestic partner, parent, child, or corresponding relationship by affinity) related illness is limited to forty (40) working hours in any one (1) calendar year.

6. Any combination of work and sick leave on one (1) day shall not result in the payment of overtime pay.

B. Bereavement Leave: In the event of the death of a member of the immediate family, an employee may request up to forty (40) hours of sick leave. Immediate family is defined as spouse, domestic partner, parent, brother, sister, child, grandparent, grandchild, or corresponding relationship by affinity.

C. Regular and family sick leave shall be charged on the basis of one (1) hour of accrued sick leave for each hour or portion thereof on leave approved and taken.

D. Accrual:

1. Regular employees shall accrue sick leave from the first day of employment.

2. Employees shall accrue sick leave at the rate of ten (10) hours per month. Sick leave accrual shall be pro-rated for employees working or on paid leave for less than a full month. Sick leave accrual shall also be pro-rated for employees scheduled for less than a full-time schedule.

E. Misuse:

1. Any employee who calls in sick or leaves work early due to illness or injury shall, except those who leave home to obtain medical treatment or attention, remain at home to expedite his/her recuperation, prevent the image of abuse of the sick leave policy, help promote good morale and discipline, and preserve public trust.

2. Any employee fraudulently claiming sick leave shall be subject to disciplinary action up to and including discharge.

F. Sick Leave Accrual:

An employee may accumulate a maximum of nine hundred sixty (960) hours sick leave. After an employee has accumulated nine hundred sixty (960) hours of sick leave credit, the amount of additional unused sick leave credit which s/he is entitled to carry forward from one year to the next is limited to one-half (1/2) of the sick leave accrual during the year. The remaining one-half (1/2) of sick leave accrual over nine hundred sixty (960) hours shall be placed in a separate account to be used by an employee under the following conditions:

1. The employee is suffering from a long-term or chronic illness. Chronic illness is defined as a disease or ailment that is a lasting condition for a period of months or years, cannot be easily corrected within a short period of time, and generally is not of a temporary disabling or incapacitating nature;

2. The employee has used all sick leave otherwise available to him/her;  
and

3. Approval has been given by the Board of Directors.

G. Payment of Sick Leave Upon Retirement or Death:

1. Upon retirement, an employee shall be paid accrued sick leave up to nine hundred sixty (960) hours based on the percentage as set forth in the Nevada Public Employees Retirement Act (NRS 286.010 and following). Accumulated extra sick leave will not be credited toward payment of sick leave upon retirement.

2. If an employee dies who is entitled to accumulated sick leave under the provisions of this agreement, the heirs of such employee who are successors to his/her estate, upon submitting satisfactory proof to the Authority of their entitlement, shall be paid an amount of money equal to the number of hours of accrued sick leave up to a maximum of nine hundred sixty (960) hours multiplied by the hourly rate of such deceased employee, less deductions.

## ARTICLE 17

### LEAVE OF ABSENCE

#### A. Leave of Absence Without Pay:

1. Employees may request leave without pay for any reason considered valid by the Director or designee.
2. An employee desiring to apply for leave without pay shall submit an application to the Director outlining the necessity or desirability of such leave. The Director or designee may, at his/her discretion, grant written approval for leave without pay.
3. Leave without pay may be granted only to an employee who is capable of returning to the Authority and intends to return to Authority service.
4. Leave without pay of less than thirty (30) days or more may be granted by the Director or designee.
5. Leave without pay of thirty (30) days or more may be granted for the good of the public service by the Board of Directors.
6. While on authorized leave without pay, sick leave and annual leave will not accrue. In addition, the employee will be required to pay the employer's and dependents' portion of the group health insurance, if continuation of coverage is desired by the employee.
7. Leave of absence without pay may be granted at the discretion of the Authority for any legitimate purpose, including but not limited to the following:
  - a. To further an employee's education. (Ordinarily such leave will be granted only if (1) the employee's absence will not constitute a hardship for fellow employees or supervisors; (2) the leave will directly benefit the Authority as well as the individual.
  - b. For recovery from an extended illness of the employee when accrued paid leave has been exhausted.
  - c. To care for a member of the immediate family in the event of extended illness of injury not covered by sick leave usage.
  - d. To take care of personal problems.

#### B. Leave of Absence With Pay:

1. Leave may be granted in writing by the Director or designee for authorized attendance at official or educational meetings.

#### C. Unauthorized Absences:

1. An unauthorized absence from work shall be treated as leave without pay and may be cause for disciplinary action.
2. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from Authority employment.
3. Exceptions to 1 and 2 may be granted in extreme emergency and unusual situations.

## ARTICLE 18

### JURY DUTY

#### A. Jury Duty.

1. When an employee serves on a jury, the employee shall claim any jury duty fee to which s/he is entitled by reason of such appearance and forthwith pay the same over to the Authority. The employee shall present proof of service and the amount of jury duty pay received.

2. An employee subpoenaed to appear as a witness for a job-related matter not initiated by the employee or the Union in a court will be paid his/her regular rate of pay for the actual time spent as a witness. Employees subpoenaed as a witness in non-job-related matters will be allowed to take annual leave or compensatory time off provided the employee gives advance notice of the reason for the absence and submits proof of having been subpoenaed as a witness.

3. Employees appearing in court as a juror or witness on their scheduled days off shall retain any compensation received for jury/witness duty for the appearance.

## ARTICLE 19

### MILITARY LEAVE

#### A. Military leave.

1. An unpaid leave of absence for military, Reserve, or National Guard duty will be granted to employees upon request. Employees will be granted unpaid leave for the period of the military service as documented, and in accordance with applicable federal and state laws. Copies of military orders must be provided to the Director or designee at the time the military leave is requested.

2. Eligibility for reinstatement at the conclusion of military service or training will be determined in accordance with applicable federal and state laws.

## ARTICLE 20

### WORK-RELATED INJURY LEAVE

A. Employees are covered under the Authority's workers' compensation insurance provider for injuries incurred while on duty. In the event an employee is absent due to an employment-related injury or disability, the employee may use accumulated sick leave and annual leave to draw full pay while absent from work. Such payments from the Authority shall not extend beyond an employee's accumulated sick leave and annual leave. If the injured employee receives compensation pursuant to Nevada state workers' compensation laws and regulations, s/he shall immediately upon receipt turn over to the Authority the compensation received, while simultaneously receiving sick leave or annual leave benefits from the Authority. After the employee exhausts his/her accrued sick and annual leave, said employee will retain any further compensation benefits. The employee's sick leave and annual leave will be deducted on a thirty-three and one-third percent (33 1/3%) basis while receiving both Authority and worker's compensation benefits. If benefits are rejected, accrued sick leave and annual leave will be deducted at straight time.

B. Employees suffering on-the-job injuries where the potential for claim exists must file a claim form with the Director's office within six (6) days of such accident. This is in addition to any other form required as a result of such injury. Failure to complete this form within six (6) days of the injury may jeopardize said claim.

C. All employees shall immediately report to their supervisor and Authority office any injury sustained by them or by others as a result of performance of their duties as an Authority employee.

D. Authority Vehicle Involved In An Accident:

1. An employee involved in a vehicle accident while on Authority business shall immediately report the accident to the appropriate law enforcement agency and to his/her immediate supervisor.

2. If an Authority vehicle causes damage to public or private property, an uninjured employee shall not leave the scene of the accident until law enforcement arrive or the Director or designee has advised the employee what to do.

3. If an Authority employee is convicted of a citation as a result of an accident, the employee may be subject to disciplinary action.

## ARTICLE 21

### HEALTH AND WELFARE AND EMPLOYEE ASSISTANCE PROGRAM

A. The Authority shall pay an amount not to exceed \$1,037.00 per month effective July 1, 2012 through June 30, 2013 for the insurance premium for group health, dental, vision, and life insurance through the Northern Nevada Operating Engineers Health and Welfare Trust for each full-time regular and probationary employee. The Authority shall pay an amount not to exceed \$1,087 per month effective July 1, 2013 through June 30, 2014 for the insurance premium for group health, dental, vision, and life insurance through the Northern Nevada Operating Engineers Health and Welfare Trust for each full-time regular and probationary employee. The Authority shall pay an amount not to exceed \$1,132 per month effective July 1, 2014 through June 30, 2015 for the insurance premium for group health, dental, vision, and life insurance through the Northern Nevada Operating Engineers Health and Welfare Trust for each full-time regular and probationary employee. Effective July 1, 2013, each full-time regular and probationary employee shall pay \$40.00 per month to offset the cost of group health, dental, vision, and life insurance. Effective July 1, 2014, each full-time regular and probationary employee shall pay \$75.00 per month to offset the cost of group health, dental, vision, and life insurance. The Union shall provide the health insurance benefits to regular and probationary employees of the Authority who have completed thirty (30) consecutive days of employment, including regular and probationary employees of the Authority whose positions are not included in the bargaining unit. The Authority shall remit monthly payment for such benefits as provided above to the Union or its designee. The first payment for the employee will be made with the first regular Monthly Report of Contributions submitted after the employee has completed his/her first thirty (30) days of employment.

B. The Northern Nevada Operating Engineers Health and Welfare Trust will allow full-time non-bargaining unit employees access to the Trust's health, dental, vision, and life insurance on a basis equal to that of the bargaining unit members; provided however, that the Authority will pay a thirty-four dollar (\$34.00) per month administrative fee for any such employee.

C. The Union agrees that such premium payment will be considered in determining the amount of any future salary adjustment.

D. To the extent provided by law and the health insurance plan, the employee shall have the option of converting the health, dental, and vision insurance coverage at the time of his/her separation from employment with the Authority.

E. If the Trust changes from a "single tier" premium structure to a multi-tier premium structure, the Authority's obligation for payment of the health care premium shall be the lesser of the new employee only rate or the dollar amount paid for the single-tier premium pursuant to paragraph C of this Article.

F. All employees covered by the plan shall be given advance notice of changes in the group health insurance coverage or premiums by the Union and/or the Northern Nevada Operating Engineers Health and Welfare Trust. The parties waive all right to bargaining over changes in coverage implemented by the Trust to cover all employees covered by the Trust's plan.

G. Should any employee covered by the group health, dental, vision, and life insurance plan provided pursuant to this Agreement retire, the Authority may reopen this Article for the purpose of making such changes which may be needed to ensure compliance with the provisions of NRS 287 and any other relevant statute requiring the Authority to provide retirees access to group health insurance plans.



## **ARTICLE 22**

### **RETIREMENT**

All employees covered by this Agreement shall participate in the Public Employees Retirement System ("PERS") of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286 *et seq.*

## ARTICLE 23

### SAFETY AND HEALTH

A. The right way to do any job is the safe way. Employees are expected to prevent accidents by observing the accident prevention program. Employees do this by:

1. Forming a habit of working safely,
2. Always using personal safety equipment provided.
3. Reporting all dangerous conditions.
4. Reporting all accidents, even minor ones.
5. Suggesting ways to prevent accidents.
6. Telling the new employee about the importance of safety – his/her accident may injure others.
7. Being sure all seat belts are fastened when driving a vehicle on Authority business.
8. Watching the bulletin board for safety notices.
9. Reporting to work fit and ready for duty.

B. The Authority and the Union agree to the formation of a Health and Safety Committee. The Parties agree to cooperate in promoting an appreciation of this committee and an understanding of the means toward its accomplishment among Management and Employees.

## ARTICLE 24

### BUSINESS EXPENSES

When employees are required to travel on official business, the Authority will pay reasonable amounts for transportation, meals, and lodging as provided by Authority policy.

A. Employees will be reimbursed for all reasonable and necessary travel expenses when authorized and directly related to the performance of their assigned duties. The Authority will not reimburse or otherwise pay any expense that violates commonly accepted standards of sound judgment and good taste. All claims with required receipts for travel expenses are to be submitted to the Director for approval within five (5) working days following a trip.

B. Mileage: If available, employees must use an Authority provided vehicle. If no Authority provided vehicle is available and an employee uses a personal vehicle, mileage will be reimbursed at the per mile rate set by the Nevada Legislature for state employees and officials. If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

C. Lodging: Moderate cost lodging should be arranged at the meeting/training site, when possible. Reimbursement will be based on the cost of a single room, plus tax, if available. The actual cost of lodging will be reimbursed and a receipt must be submitted.

D. Meals: A per diem rate for meals is set at a rate of \$27.00 per day.

E. Other Expenses: Necessary business telephone calls at the meeting or training site, parking charges, and/or ground transportation will be reimbursed. Travel advances may be granted if requested and approved in advance by the Director.

F. Unallowable Expenses: The Authority will not reimburse for 1) fines and avoidable parking tickets, 2) towing or impounding fees, 3) traffic violations, 4) alcoholic beverages, 5) personal entertainment, 6) tobacco, and 7) unnecessary or extravagant costs of any kind.

## ARTICLE 25

### LAYOFF AND RECALL

A. If the Authority determines that it is necessary to reduce the work force, employees shall be selected for lay off based on merit and seniority as defined in Article 13. The factors to be considered in selecting which employees will be laid off include but are not limited to prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality, and seniority. If the Authority determines that general performance and other factors are essentially equal between two (2) or more employees to be affected by the lay off, seniority with the Authority shall determine which employee or employees will be retained.

B. Probationary employees shall be laid off before any regular employees, except when laid off employees are not available to work in less than full-time positions.

C. Non-probationary employees due to be laid off shall be given written notice of such lay off at least ten (10) calendar days prior to the effective date. A copy of the notice shall be provided to the Union.

D. The names of regular employees laid off shall be place on the reemployment list within the department. Qualifications, seniority, and ability to perform the work shall be the determining factors for returning to work. The Authority will notify all laid off employees of all Authority job vacancies for one (1) year from the date of lay off.

E. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave which was not paid off at the time of their lay off.

F. The Authority and the Union shall discuss alternative to any lay off, including reduced work week, leave of absence, voluntary lay off, and/or other issues which may minimize mandatory lay offs. The term "discuss" shall not require the Authority to negotiate alternative to lay off with the Union.

## **ARTICLE 26**

### **PROBATIONARY PERIOD**

New-hire probationary employees are at-will employees who may be discharged at any time without application of or recourse to any provisions of this Agreement or any of the provisions of the Personnel Policies. The Authority shall have no responsibility to prove just cause in the case of actions taken against new-hire probationary employees. The length of the new-hire probationary period shall twelve (12) months. Such period for employees may be extended up to six (6) additional months.

## ARTICLE 27

### PERSONNEL FILE

A. Each employee shall have the right, upon written request to review the material in his/her own personnel file, wherever a file is maintained, during non-duty hours.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All material in the file must be dated and signed by the source of the material. No anonymous letters or material shall be placed in this file. The employee will be provided with a copy of items placed in his/her personnel file. Any material will be initialed by the employee before placing in the file. If the employee refuses, the Authority will notify the employee and the Union that the material will be placed in the employee's file. Within thirty (30) days, the employee has a right to attach a written response to any item placed in his/her file. Employees working day shift can make arrangements with the Director to view their files at reasonable hours before or after their regularly scheduled shift.

D. An employee will, on written request to the Authority, receive copies of all materials in his/her personnel file limited to once per year.

E. Commendations shall be placed into the personnel file and a copy presented to the employee.

F. An employee who has received a written reprimand or had written documentation of verbal reprimand placed in his/her file may make a written request to the Operations Board of the Authority to have the documentation placed in a sealed envelope within his/her personnel file. The Operations Board will seal such documentation when it finds that there have been no other disciplinary actions against the employee during the two (2) year period. The sealed material may be opened by the Authority and/or Union during alternative dispute resolution, and may be offered as evidence only in the event of litigation involving the Authority.

## ARTICLE 28

### EDUCATIONAL ASSISTANCE

A. The Authority, subject to availability of budgeted funds, may provide educational assistance for tuition and/or fees for those courses deemed to be job-related. Books and supplies are not subject to reimbursement.

1. The following criteria must be met before consideration by the Director:
  - a. Employee must be a fulltime status and have completed one (1) year of continuous service.
  - b. The course(s) must be offered by an accredited institution or adult education course offered by a state, county, or city-sponsored program.
  - c. The course must be job-related or be part of a degree program that is job-related.

B. An employee must submit the "Request for Reimbursement" form prior to enrollment to the Director or designee. Approval is subject to schedule commitments and job-relatedness.

C. An employee will be entitled to reimbursement based on evidence of course completion in accordance with the following criteria:

1. Completion with an "A" Grade = 75% of tuition and/or fees
2. Completion with a "B" Grade = 50% of tuition and/or fees
3. Completion with a "C" Grade or less = no reimbursement
4. Completion with a "Pass" rating = 50% of tuition and/or fees

D. The Authority and Union agree to establish a Training Committee, with the goal of identifying job-related training opportunities for employees. The Training Committee shall be comprised of the Director and two (2) Dispatch employees and shall meet on a quarterly basis.

## **ARTICLE 29**

### **SCOPE OF AGREEMENT AND SAVINGS CLAUSE**

A. This Agreement is the entire agreement of the parties, other than those portions of public employment agreements that are expressly provided for or excluded by State statute, and terminates all prior arrangements and practices and concludes all negotiations, except as provided in paragraph B below, during the term of this Agreement.

B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected.



## ARTICLE 30

### LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

A. The parties reserve all rights set forth in the Local Government Employee-Management Relations Act (the "Act") (NRS 288.010 *et seq.*)

B. The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the Authority is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

## ARTICLE 31

### DURATION OF AGREEMENT

This Agreement shall be effective as of the 1<sup>st</sup> day of July 2012 and shall remain in full force and effect until June 30, 2015.

IN WITNESS WHEREOF, the Authority and the Union have caused this Agreement to be duly executed by their authorized representatives on the dates set forth below.

Central Dispatch Administrative  
Authority

Cash Minor  
Chairman of the Executive Board

Date

ATTEST:

Donna Holladay

Date

International Union Of Operating  
Engineers, Local 3, AFL-CIO

Russ Burns, Business Manager

Date

Jim Sullivan, Rec.-Corres. Secty

Date

Carl Carey, Pub. Employees Div.

Date

Scott Fullerton, Business Rep.

Date

Kathy Baker

Date

Eve Daz

Date

**Central Dispatch Administrative Authority  
Disciplinary Action Form**

Date: \_\_\_\_\_ To: \_\_\_\_\_  
*Employee Name*

Reason(s) for Action: \_\_\_\_\_

You have/have not received counseling on this matter on: \_\_\_\_\_  
*(circle above)* *Date(s)*

- ☐ This is a new action  
☐ This is a continuing action

**You have been advised that you have the right to union/association representation and/or legal counsel before any disciplinary action may take place.**

\_\_\_\_\_  
*Employee's Initials*

\_\_\_\_\_  
*Supervisor's Initials*

**This notice constitutes written documentation of a disciplinary action against you and shall be placed in your personnel file for a period of 12 months; it shall not be considered a written reprimand.**

- ☐ Your behavior is not in keeping with Central Dispatch Administrative Authority practices and/or policies for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Your job performance is unsatisfactory for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE FOLLOWING IMPROVEMENTS ARE REQUIRED WITHIN \_\_\_\_\_ DAYS:**

*(Indicate specific program for improvement, measurement criteria, and consequences if improvement is not achieved.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIPT ACKNOWLEDGED:**

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Employee Representative Signature*

\_\_\_\_\_  
*Supervisor Signature*

**\*\*REMOVAL DATE – 12 MONTHS FROM DATE OF ISSUANCE\*\***

## *Exhibit A*

### **Central Dispatch Administrative Authority/Local 3 Compensation Table effective July 1, 2012**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Dispatcher I	3,029.67	3,149.36	3,228.08	3,308.94	3,390.86
Dispatcher II	3,439.30	3,527.79	3,612.98	3,704.63	3,795.19

*Note #1: Employees shall typically be hired at Step 1 and after satisfactory completion of probation (12 months, unless extended) be increased to Step 2. Employees will be increased to Step 3 after completing 24 months of employment, unless an unsatisfactory performance evaluation has been issued by the Dispatch Director. Thereafter, employee's rates will be increased annually to successive steps (36 months and 48 months), unless an unsatisfactory performance evaluation has been issued by the Dispatch Director. The total time to advance from Step 1 to Step 5 shall typically be 4 years. In accordance with Article 10, the Authority reserves the right to appoint employees to a step that is consistent with existing salaries and responsibilities.*

*Note #2: Employees who advance to the Dispatcher II classification shall be placed at the step which is equal to the employee's present salary or the next higher step in the new grade.*

## ***Exhibit B***

### **Central Dispatch Administrative Authority/Local 3 Compensation Table effective July 1, 2013**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Dispatcher I</b>	3,105.41	3,228.09	3,308.78	3,391.66	3,475.63	3,562.52
<b>Dispatcher II</b>	3,525.28	3,615.99	3,703.31	3,797.25	3,890.07	3,987.32

*Note #1: Employees shall typically be hired at Step 1 and after satisfactory completion of probation (12 months, unless extended) be increased to Step 2. Employees will be increased to Step 3 after completing 24 months of employment, unless an unsatisfactory performance evaluation has been issued by the Dispatch Director. Thereafter, employee's rates will be increased annually to successive steps (36 months, 48 months, and 60 months), unless an unsatisfactory performance evaluation has been issued by the Dispatch Director. The total time to advance from Step 1 to Step 6 shall typically be 5 years. In accordance with Article 10, the Authority reserves the right to appoint employees to a step that is consistent with existing salaries and responsibilities.*

*Note #2: Employees who advance to the Dispatcher II classification shall be placed at the step which is equal to the employee's present salary or the next higher step in the new grade.*

### *Exhibit C*

**Central Dispatch Administrative Authority/Local 3  
Compensation Table effective July 1, 2014**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Dispatcher I</b>	3,198.57	3,324.93	3,408.04	3,493.41	3,579.90	3,669.40
<b>Dispatcher II</b>	3,631.04	3,724.47	3,814.41	3,911.17	4,006.77	4,106.94

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